

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

GARDEN CITY BOXING CLUB, INC.

Plaintiff,

VERIFIED ANSWER

-against-

Case No.: 07-cv-4712

AMAZONAS RESTAURANT INC., d/b/a
AMAZONAS RESTAURANT and
GEREMIAS L. DONES,
And WALTER GINN
And NELLY CAMPOVERDE
Defendants.

Defendants, Amazonas Restaurant Inc. d/b/a Amazonas Restaurant and Geremias L. Dones , by their Attorneys, Altman & Altman, Esqs., as and/or for their Verified Answer to the Plaintiff's Verified Complaint, sets forth and alleges the following:

1. Denies each and every allegation contained in paragraphs of the Complaint marked, numbered, and designated "15", "16", "17", "18", "20", "23", "27", "30", "31", "32", "33", "34", "35", and "36".
2. Lacks sufficient knowledge and information to form a belief as to each and every allegation contained in paragraphs of the Complaint, marked, numbered and designated "1", "2", "3", "4", "7", "8", "9", "10", "11", "12", "13", "14", "19", "22", "24", "25", "26" and "29".
3. As to paragraph marked and numbered "6", the Defendant admits that as of November 5, 2005, the Defendant, Geremias L. Dones, was no longer the owner of Amazonas Restaurant Inc., d/b/a Amazonas Restaurant.

4. Defendants hereby incorporates by reference all of the allegations contained in paragraphs 1, 2 and 3 above mentioned, as though set forth herein at length, as to each and every allegation contained in paragraphs of the Complaint, marked, numbered and designated "21" and "28".

AS AND FOR A 1ST AFFIRMATIVE DEFENSE

6. That any claim or cause of action against this individual Defendant is improper, as the Defendant had nothing to do with the Defendants nor the subject location, on or about June 5, 2007.

AS AND FOR A 2nd AFFIRMATIVE DEFENSE

7. That the Plaintiff has failed to set forth a claim or cause of action against this answering Defendant, upon which any type of relief can be granted, with the individual Defendant protected by the corporate veil of the co-Defendant Corporation, assuming, arguendo, the Defendant was connected with said entity, which it was not, as his contact occurred as of November 5, 2005.

AS AND FOR A 1st CROSS-CLAIM

3. That these Co-Defendants, "Amazonas" and "Ginn" accepted the subject stock and business in good faith from Geremias L. Dones who breached the implied duty of good faith..

AS AND FOR A 2nd CROSS-CLAIM

5. If Plaintiff sustained the injuries and damages in the manner and at the time and place alleged, and if it is found that these Defendants are liable and then said answering Defendant(s)are

entitled to indemnification from and judgment over and against the Co-Defendants, for all or part of any verdict or judgment that Plaintiff may recover against said answering Defendant.

AS AND FOR A 3rd CROSS-CLAIM

6. That these answering Defendants herein demand that the liability, if any, be apportioned and, therefore, the Co-Defendants will be liable to the answering Defendants in the event judgment is recovered by Plaintiff in an amount equal to the excess over and above this answering Defendant's equitable share of the judgment. The equitable share of the judgment of the answering Defendant will be determined in accordance with the relative culpability of the aforementioned Co-Defendant(s), Amazonas Restaurant Inc., d/b/a Amazonas Restaurant and Geremias L. Dones, and Walter Ginn and Nelly Campoverde.

WHEREFORE, it is respectfully requested that Plaintiff's Complaint be denied and dismissed.

DATED: BRONX, NEW YORK
Aug , 2007

s/s Joseph A. Altman, Esq.
Joseph A. Altman, Esq. (JAA4290)
ALTMAN AND ALTMAN, ESQS.
Attorneys for Defendant
Amazonas Restaurant Inc. d/b/a
Amazonas Restaurant and Walter Ginn
1009 East 163rd Street
Bronx, New York 10459
(718) DA8-0422

TO: Paul J. Hooten & Assoc.
Attorneys for Plaintiff
5505 Nesconset Highway, Suite 203
Mount Sinai, New York 11766

Barry R. Fertel, Esq.
Attorney for Defendant – Dones
270 Hall Avenue, 7th Floor
New Rochelle, New York 10801

Nelly Campoverde
Pro Se Defendant
10 Howard Street
Sleepy Hollow, New York 10591